



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, MAY 4, 2020 AT 5:30 P.M.
VIA ZOOM**

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TENTATIVE AGENDA

ROLL CALL: White (Chair), Hueftle-Worley, Davis

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Receive information from Andrew Stith regarding radon testing for rental properties.
2. Consider request from Grinnell College to remove or replace municipal pole light at 8th Ave and Park Street.
3. Discuss guidelines for the safe and responsible reopening of City Hall and other city facilities.
4. Consider resolution approving amended agreement with Midwest Ambulance. (See Resolution No. 2020-74).
5. Discuss Strategic Plan Initiative #4 and Action Plan: Consider hiring a third-party consultant to analyze current EMS Operations and create a long-term strategic plan.
6. Discuss Strategic Plan Initiative #5 and Action Plan: County-wide 700-800 MHz digital radio system. County wide and interoperable communications in equal partnership with EMS agencies, fire departments, other cities, and the County. Development and implementation of new public safety communication system.
7. Discuss Strategic Plan Initiative #10: Support community mental health solutions. 5 votes. Public Safety Committee, Dennis Reilly, and Mayor Agnew.
8. Consider agreement with CentralSquare Technologies, LLC for an evaluation period of online citizens reporting software (See Resolution No. 2020-75).

INQUIRIES:

ADJOURNMENT

February 19, 2020

Dan Agnew
Mayor
City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Dear Mayor Agnew,

I, Andrew Stith, a resident of Grinnell would like express my interest in the improvement of radon awareness on our rental properties in the community.

My wife and I have been renting a home for three years and have recently become aware of the harm that elevated levels of radon can have on a person. Because of this, we decided to test our property for radon this winter. After completing two tests, on the home's first floor, we found there to be elevated levels of radon in which the Environmental Protection Agency recommends action be taken. Upon informing our landlord, no steps have been taken to remedy the situation.

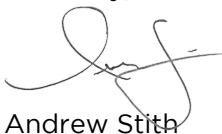
Through research I found that Iowa City recently adopted an ordinance requiring all single family detached structures and duplex rentals to be tested prior to rental permit issuance. If radon exceeds certain levels, a radon mitigation system will be required. I would like to ask City Council to consider implementing radon testing for rental properties and taking action when radon levels exceed Environmental Protection Agency recommendations.

I brought my concerns to Russ Behrens, in which we discussed other potential ways the City might be able to help raise awareness while also potentially providing some assistance. An option we discussed might be a grant program to provide awareness and assistance for landlords helping them fund radon mitigation systems in their properties. Radon mitigation systems costs typically vary from \$800 to \$1500 with an average of \$1200. With a grant from the City, landlords may be incentivized to install these systems, furthering the safety for tenants.

Without responsibilities for landlords to even disclose tests for heightened radon levels, I find it difficult to ensure citizens have a safe place to live in Grinnell. Given that renters account for more than 30% of the Grinnell community, I consider this a public health issue for many residents.

I would be happy to speak with you more about this issue and look forward to hearing your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Stith', with a stylized flourish at the end.

Andrew Stith

RADON 101

Iowa AIR Coalition



Mission Statement

The Iowa AIR Coalition educates and empowers all citizens in their desire to have a healthy and safe indoor environment by consistently providing prevention, promotion, and protection activities across Iowa.



What is radon?

- Radon is a radioactive gas that is colorless, odorless, and tasteless.

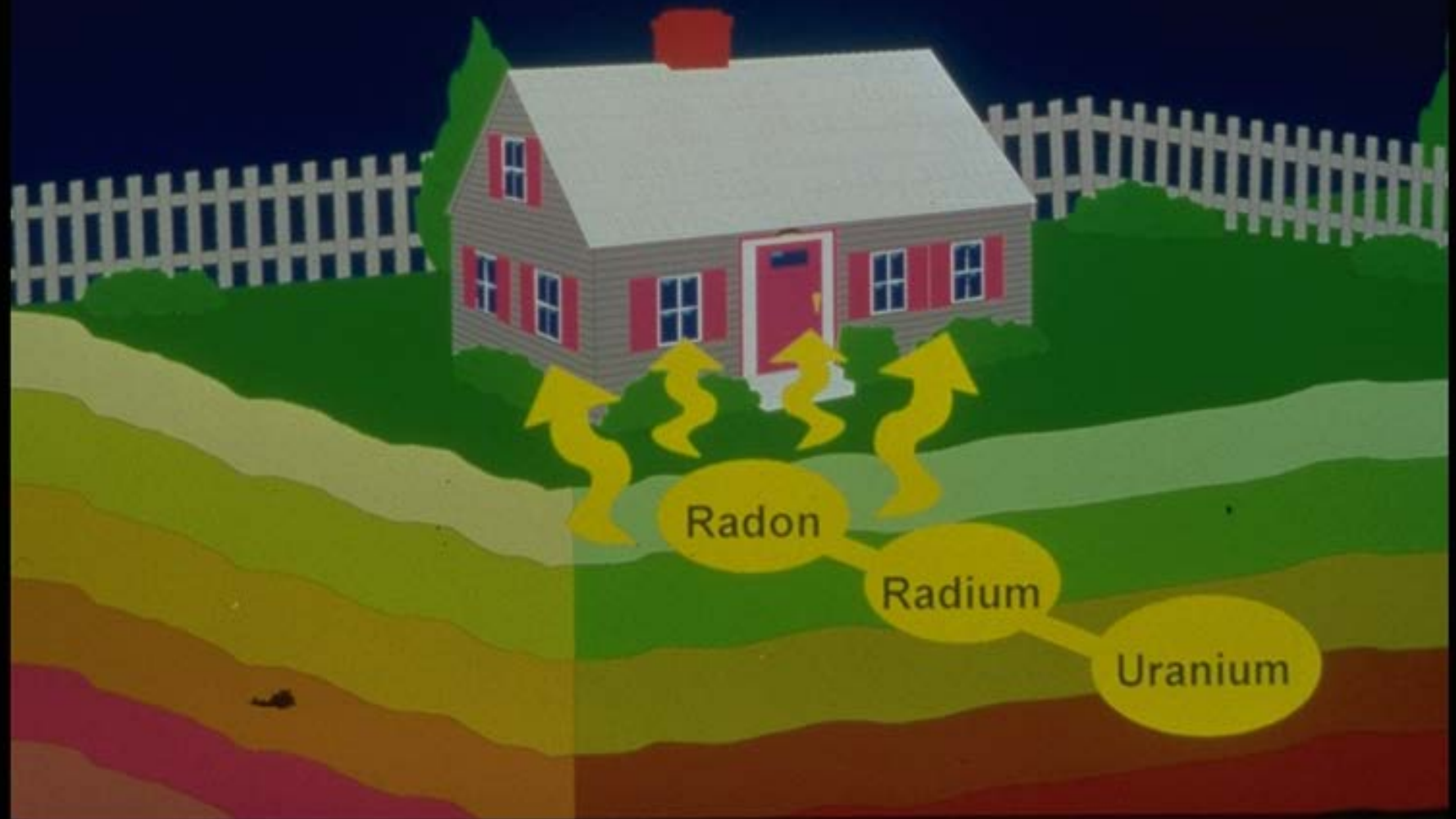


What is radon?

- Uranium, a radioactive metal, is naturally found in Iowa soils.
- When uranium decays, it turns into radium, a radioactive metal.
- When radium decays, it turns into radon, a radioactive gas.



Uranium Decay Chart



Why is radon important?

- Radon is the leading cause of lung cancer in non-smokers.
- Radon is responsible for ~21,000 deaths each year in the United States and ~400 deaths annually in Iowa.



Why is radon important?

- Iowa has the highest percentage of homes above EPA action level of 4 picocuries per liter (pCi/l).
- As many as 5 in 7 homes in Iowa have radon levels above EPA action level.



Why is radon important?

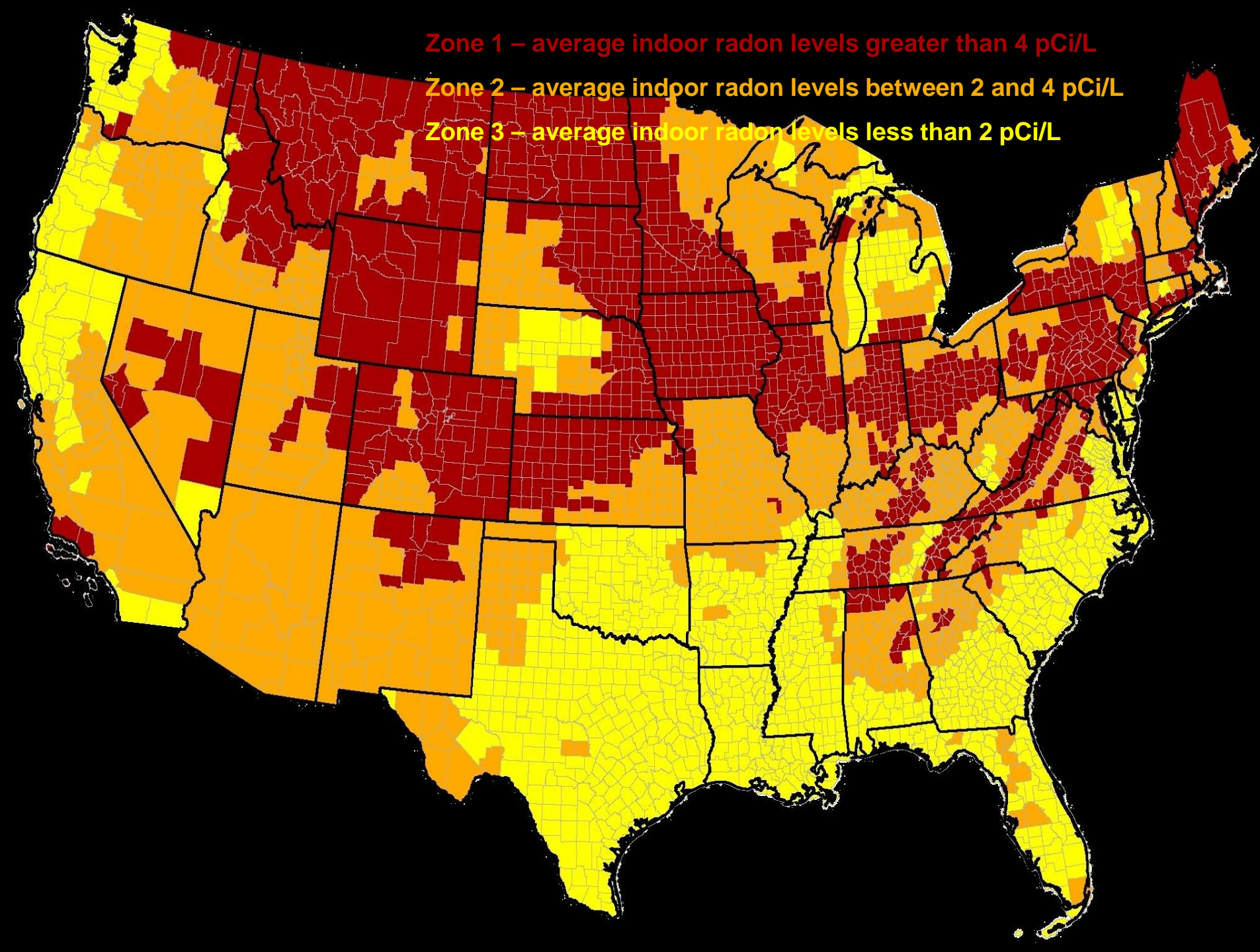
- Iowa's indoor radon average is 8 pCi/l according to the Iowa Department of Public Health.



Zone 1 – average indoor radon levels greater than 4 pCi/L

Zone 2 – average indoor radon levels between 2 and 4 pCi/L

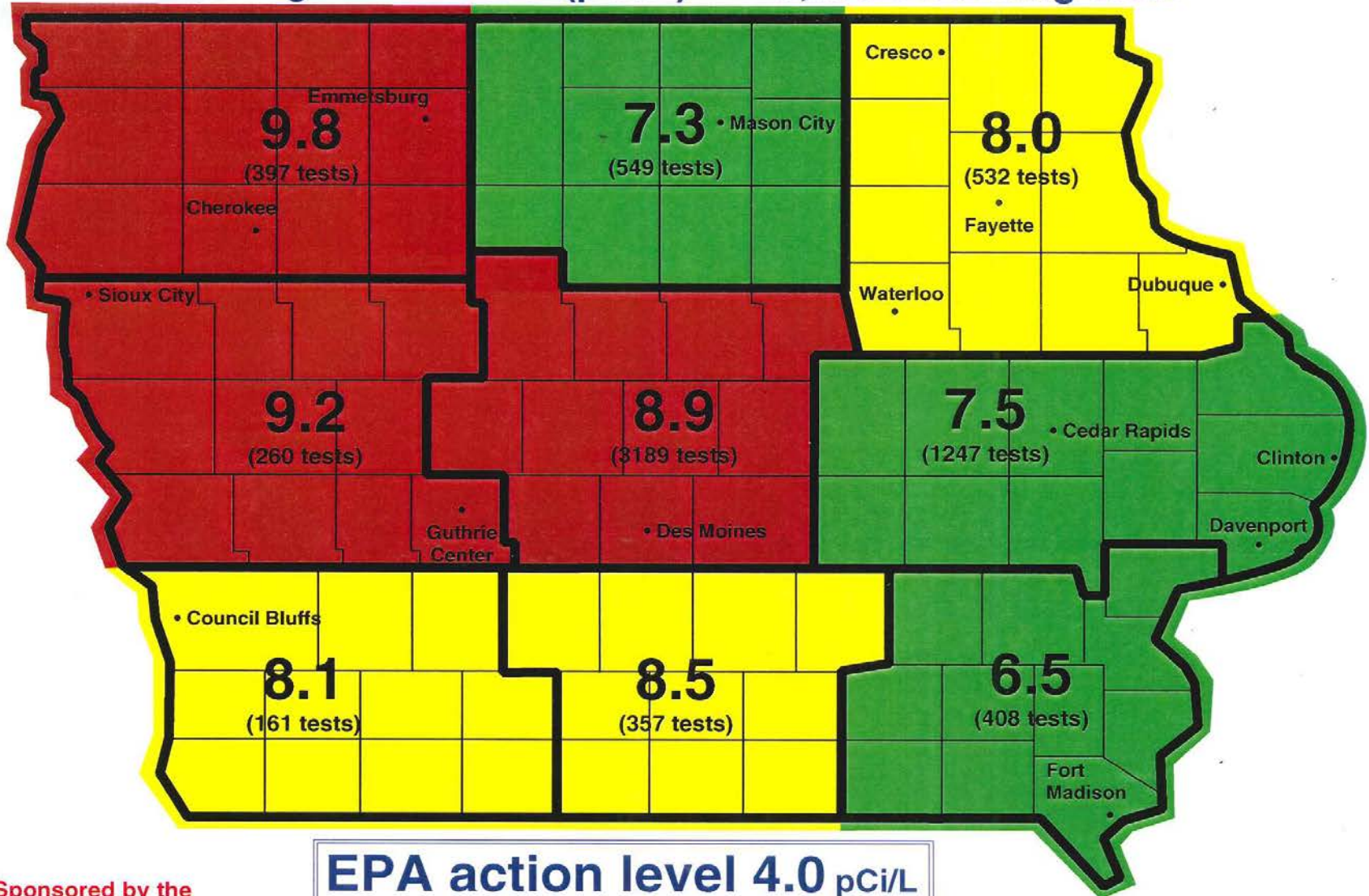
Zone 3 – average indoor radon levels less than 2 pCi/L



RADON IN IOWA

Average radon level (pCi/L)

7,100 screening tests



Sponsored by the
Iowa Radon Coalition

Testing is the only way to know if you
and your family are at risk

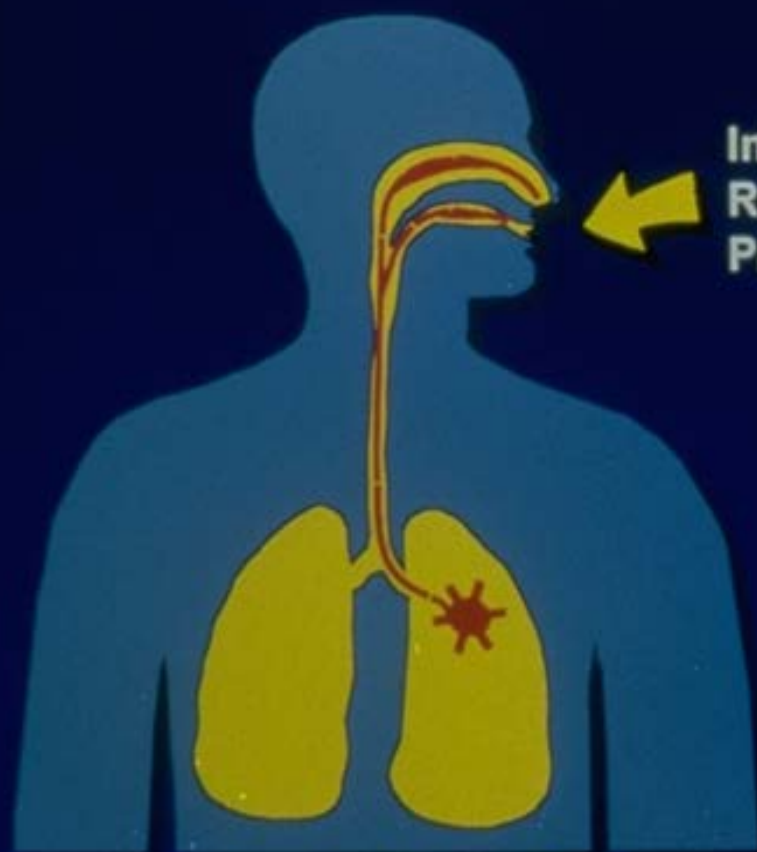


Health effects of radon

- Radiation emitted from radon enters lungs and causes cellular damage that can lead to cancer.



How Radon Causes Lung Cancer



Inhalation of
Radon Decay
Products

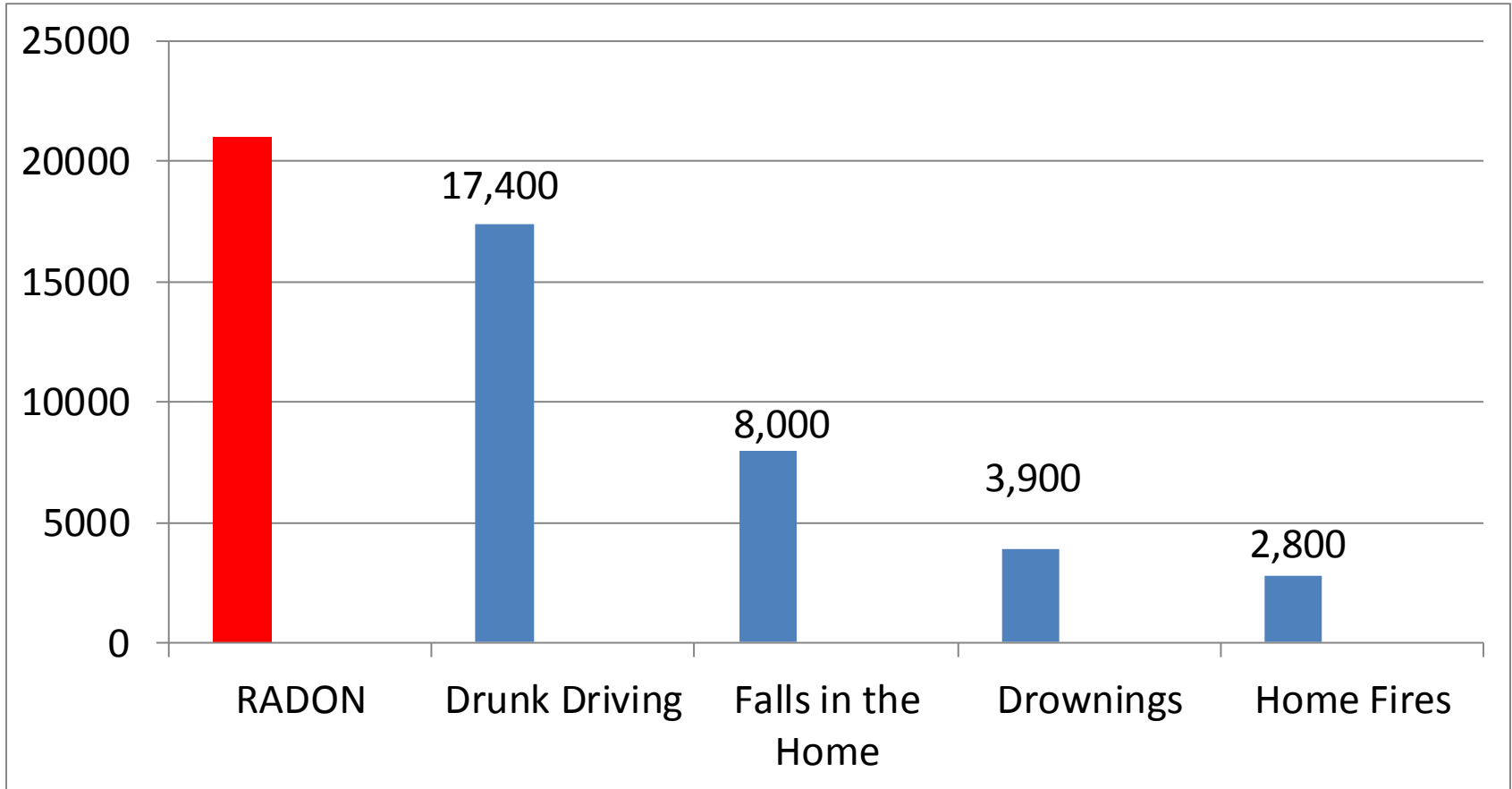


Alpha
Particle



Radiation Damage
to DNA

of Deaths Per Year in U.S.



How does radon enter homes?

- Radon enters homes through cracks and openings in the foundation.
- Radon enters homes through unsealed sump pumps, and concrete cold joints.

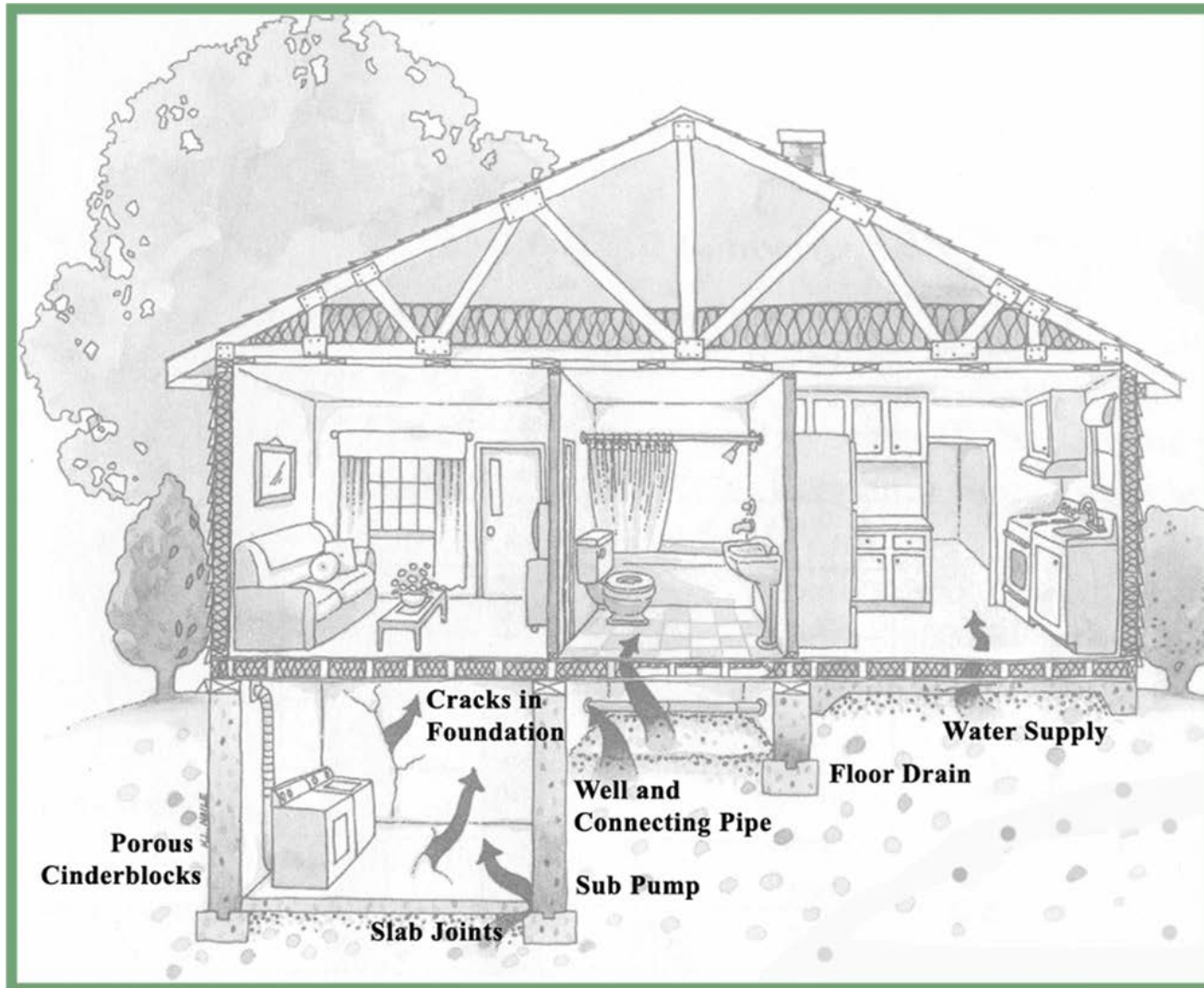


How does radon enter homes?

- Homes have lower air pressure than the surrounding soil. This creates a vacuum effect allowing radon to enter the home even through hairline cracks.

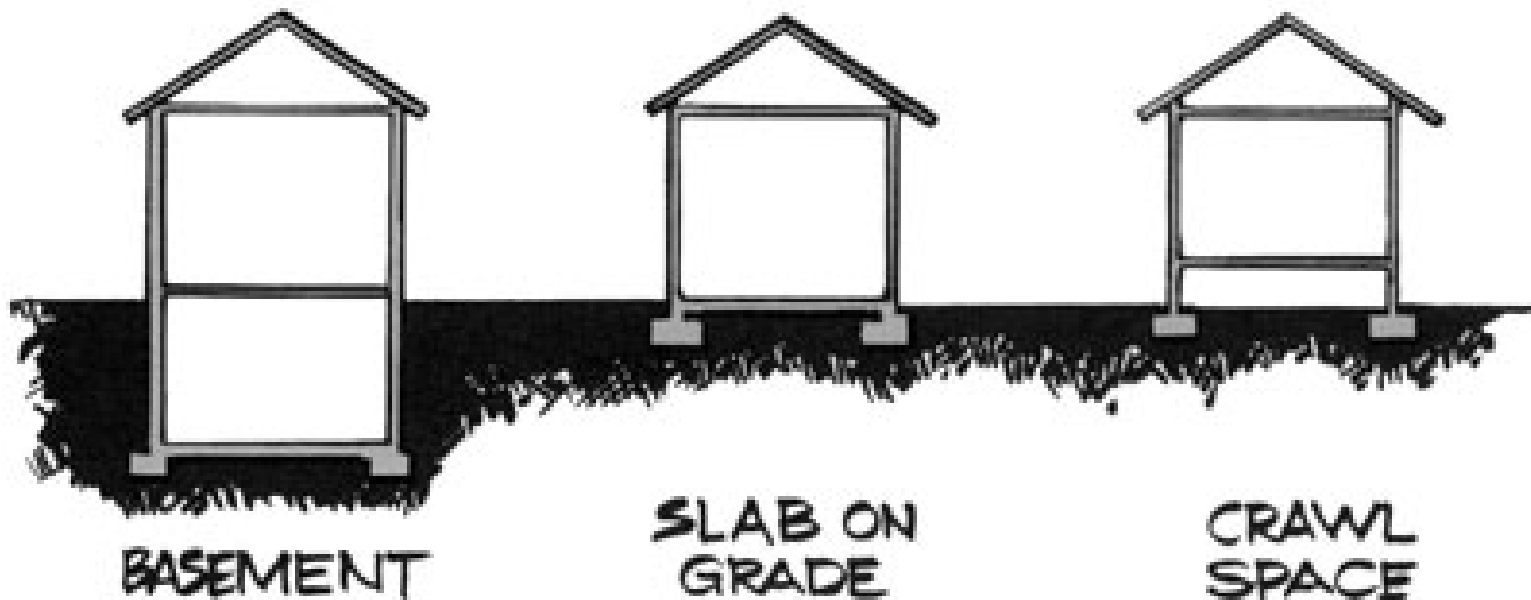


How Does Radon Enter My Home



But I Don't Have a Basement

- **ANY** building in **contact** with the ground can have elevated radon levels.



How does radon enter homes?

- Radon can also enter homes in groundwater.
- Public water supplies in Iowa have not been shown to have radon concentrations high enough to be of concern.



Testing for Radon

- Testing for radon can be done using do-it-yourself kits or by a certified radon measurement specialist.
- For real-estate transactions, testing should be completed by a certified radon measurement specialist.



Testing for Radon

- Short-term do-it yourself kits are available for less than 10 dollars. Contact your local AIR Coalition Member at:

- It takes only a few minutes to read instructions and place kit. Short-term tests are typically run for 2 to 7 days.



Testing for Radon

- Long-term test kits are available for less than 30 dollars.
- Long-term kits are typically placed in the home for three months to one year.



Testing for Radon

- Do-it-yourself test kits are easy and should only take a few minutes of your time.
- Read the instructions carefully prior to placing test kit.



Testing for Radon

- Place the test kit on the lowest part of your home where you regularly spend time. If you don't spend much time in the basement, consider testing the first floor of home.



Testing for Radon

- Family rooms, dens, and bedrooms are ideal test locations.
- Test kit should be hung from ceiling within the normal breathing zone (2 to 6 feet from floor.)



Testing for Radon

- Windows and doors should be shut during the time the short-term kit is placed except for normal entry/exit of the home.



Testing for Radon

- Do not place near a heat source.
- Do not test areas of high humidity such as bathrooms and kitchens.
- Do not place in a draft. Do not operate a fan in the room where a test kit is placed.



Testing for Radon

- For short-term tests, it is recommended that a second short-term test is run during a different season if results are below EPA action level 4.0 pCi/l.



Testing for Radon

- For long-term kits, conduct during part or all of winter months to determine highest concentrations of radon in home.



What do the results mean?

- If results are less than 1.9 pCi/l, no further action is recommended.



What do the results mean?

- If results are 2 to 3.9 pCi/l, levels are below EPA action level (4.0 pCi/l).
 - Continue to monitor by retesting every 2 years or if building conditions change.
 - Consider fixing your home at this level.



What do the results mean?

- If results are 4.0 to 9.9 pCi/l, conduct either a long-term test or a second short term test:
 - For a better understanding of your year-round average radon level, take a long-term test.
 - If you need results quickly, take a short-term test.



What do the results mean?

- If confirmation results are 4.0pCi/l or greater to ~~9.9~~ and you followed up with a long-term test kit, fix your home
- If confirmation results are 4.0 pCi/l or greater to ~~9.9~~ and you followed up with a short-term test kit, fix your home if the average of your first and second test is 4 pCi/l or higher.



What do the results mean?

- If results are 8 pCi/l or above for a short-term test, immediately conduct another short-term test.
- If confirmation results are in this range, actions should be taken to reduce radon levels.



What do the results mean?

- If results are greater than 80 pCi/l, contact Iowa Department of Public Health or your local health department for assistance.



What do the results mean?

| Assessment of Risk from | | |
|-------------------------|--|---------|
| | For every 1,000 people exposed to this radon level ¹ , about this many will die of lung cancer: | |
| | never-smokers | smokers |
| 20 pCi/L | 36 | 260 |
| 10 pCi/L | 18 | 150 |
| 8 pCi/L | 15 | 120 |
| 4 pCi/L ² | 7.3 | 62 |
| 2 pCi/L | 3.7 | 32 |
| 0.4 pCi/L ³ | 0.7 | 6.4 |
| 1. | Assumes lifelong exposure at this level | |
| 2. | Recommended EPA action level. | |
| 3. | Approximate average outdoor radon level. | |

- Reducing radon from 20 pCi/L to 2 pCi/L reduces lung cancer death about 90% for both smokers and non-smokers.
- Put another way, it would reduce lung cancer deaths in nonsmokers from 1 in 28 to 1 in 270.
- It would reduce lung cancer deaths in smokers from 1 in 4 to 1 in 31.

*Mortality estimates in this presentation are from the EPA publication *Assessment of Risk from Radon in Homes* (2003)

Reducing radon levels

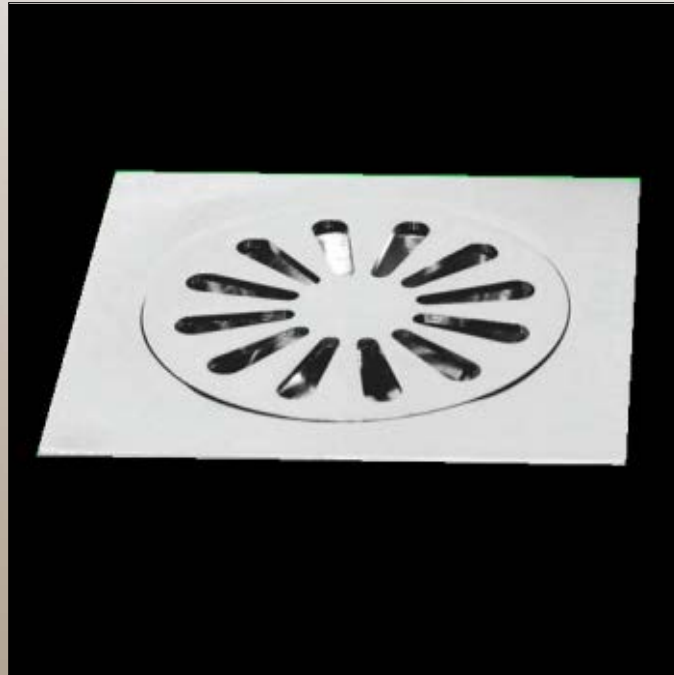
- Seal sump pumps.



Sealed sump pit lids are available in building supply stores. In many cases, installing a sealed sump lid is the most cost-effective radon control measure.

Reducing radon levels

- Ensure basement floor drains are working properly.



Reducing radon levels

- Seal cracks in basement walls, floor, masonry joints, and floor/wall joints.
- Seal crawl spaces.



Reducing radon levels

- Install an active mitigation system. Iowa allows homeowners to install, but it is recommended that it be completed by a credentialed radon mitigation specialist.



Radon mitigation system

- A typical radon mitigation system involves installing a suction pipe through basement floor or sump pump lid, gaining access to soil below.



Radon mitigation system

- A constantly running inline fan creates a low pressure zone under the floor drawing radon out and discharging it to the outside air above the eave of the house, where it dissipates harmlessly.

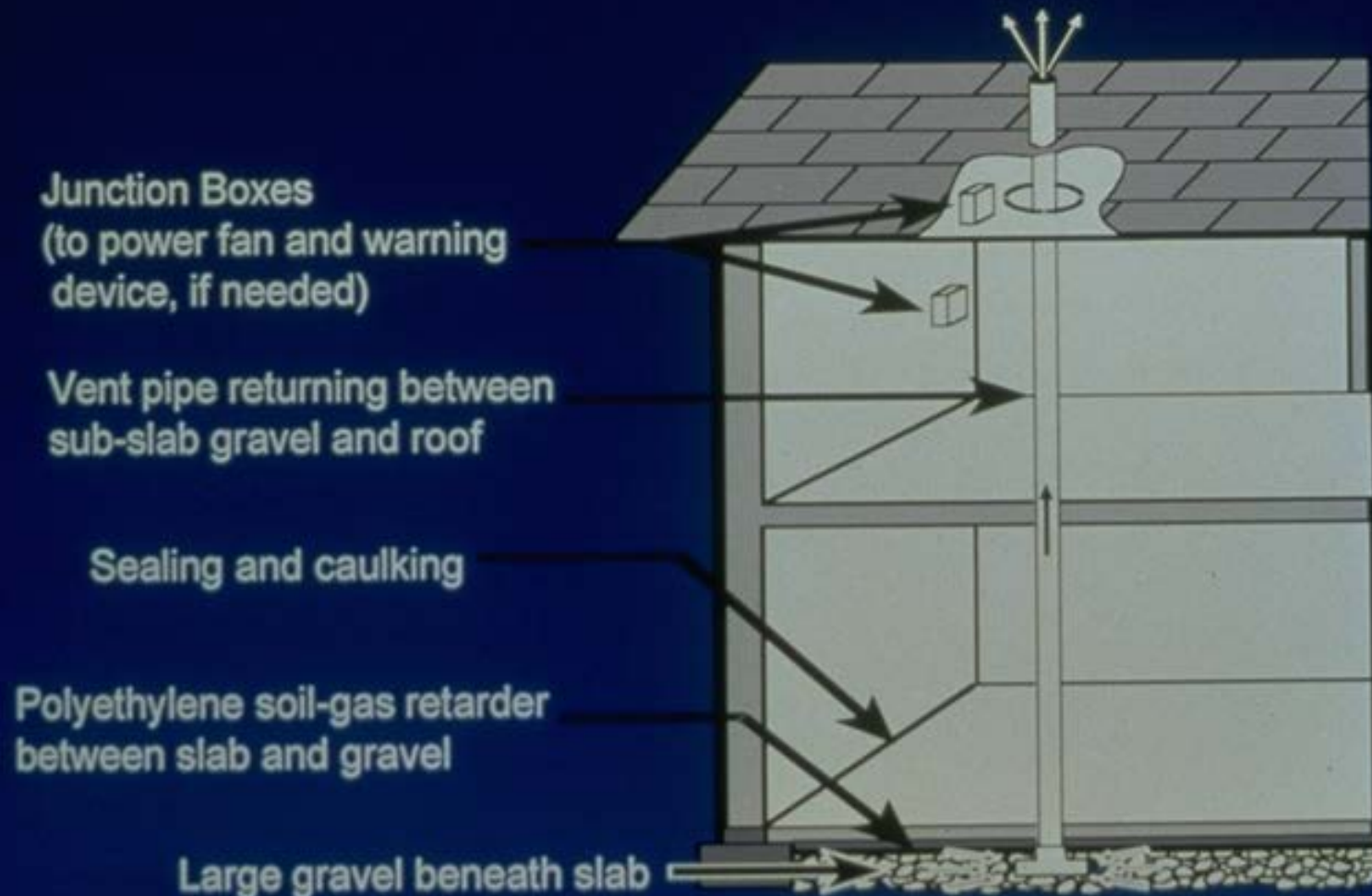


New construction

- Passive radon mitigation systems can be added to new homes for a cost of less than \$800. Guidelines can be found on IDPH or EPA websites.



Basic Components of Passive System



Radon laws in Iowa

- Anyone who is paid to do radon testing, analyzing, or install mitigation systems must be certified by Iowa Department of Public Health (Iowa Code Chapter 136B.)



Radon laws in Iowa

- Child care centers must be tested for radon within one year of initial licensing and every two years after initial testing.



Radon laws in Iowa

- Iowa has a disclosure law for the seller to indicate the known presence of radon.
- Iowa also has a new rule which requires realtors to give home buyers and seller a radon fact sheet to make them aware of the potential presence & danger of radon in the home they're considering purchasing.



Questions?

Mindy Uhle, MPH, HHS

Community Health Consultant | Bureau
of Environmental Health Services |
Division of Environmental Health | Iowa
Department of Public Health |
321 E. 12th St | Des Moines, IA 50319 |
Office: 515-242-6131 |

Melinda.Uhle@idph.iowa.gov



APPENDIX F

PASSIVE RADON GAS CONTROLS

(The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.)

SECTION AF101 SCOPE

AF101.1 General. This appendix contains requirements for new construction in *jurisdictions* where radon-resistant construction is required. These requirements are intended to provide a passive means of resisting radon gas entry and prepare the *dwelling* for post-construction radon mitigation, if necessary (see Figure AF102). Active construction techniques, rather than passive techniques, shall be permitted to be used where approved.

Inclusion of this appendix by *jurisdictions* shall be determined through the use of locally available data or determination of Zone 1 designation in Figure AF101 and Table AF101(1).

SECTION AF102 DEFINITIONS

AF102.1 General. For the purpose of these requirements, the terms used shall be defined as follows:

DRAIN TILE LOOP. A continuous length of drain tile or perforated pipe extending around all or part of the internal or external perimeter of a *basement* or crawl space footing.

ENCLOSED CRAWL SPACE. A crawl space that is enclosed with foundation walls inclusive of any windows, doors, access openings and required vents.

GAS-PERMEABLE LAYER. A gas-permeable layer shall consist of one of the following:

1. A uniform layer of clean aggregate that is not less than 4 inches (102 mm) thick. The aggregate shall consist of material that will pass through a 2-inch (51 mm) sieve and be retained by a $\frac{1}{4}$ -inch (6.4 mm) sieve.
2. A uniform layer of sand (native or fill) that is not less than 4 inches (102 mm) thick and that is overlain by a soil gas collection mat or soil gas matting installed in accordance with the manufacturer's instructions.

RADON GAS. A naturally occurring, chemically inert, radioactive gas.

SOIL-GAS-RETARDER. A continuous membrane of 6-mil (0.15 mm) polyethylene used to retard the flow of soil gases into a *dwelling*.

SUBMEMBRANE DEPRESSURIZATION SYSTEM. A system designed to achieve lower submembrane air pressure relative to basement or crawl space air pressure by use of a vent drawing air from beneath the soil-gas-retarder membrane.

SUBSLAB DEPRESSURIZATION SYSTEM (Passive). A system designed to achieve lower subslab air pressure rela-

tive to indoor air pressure by use of a vent pipe drawing air from beneath concrete floor slabs or other floor assemblies that are in contact with the ground.

VENT PIPE. Not less than a 3-inch-diameter (76 mm) ABS or PVC gas-tight pipe extending from the gas permeable layer through the roof.

SECTION AF103 PASSIVE RADON-RESISTANT SYSTEM REQUIREMENTS

AF103.1 General. The following components of a passive submembrane or subslab depressurization system shall be installed during construction.

AF103.2 Entry routes. Potential radon entry routes shall be closed in accordance with Sections AF103.2.1 through AF103.2.8.

AF103.2.1 Floor openings. Openings around bathtubs, showers, water closets, pipes, wires or other objects that penetrate concrete slabs, or other floor assemblies, shall be filled with a polyurethane caulk or expanding foam applied in accordance with the manufacturer's instructions.

AF103.2.2 Sumps. Sumps open to soil or serving as the termination point for subslab or exterior drain tile loops shall be covered with a gasketed or sealed lid. Sumps used as the suction point in a subslab depressurization system shall have a lid designed to accommodate the vent pipe. Sumps used as a floor drain shall have a lid equipped with a trapped inlet.

AF103.2.3 Foundation walls. Hollow block masonry foundation walls shall be constructed with a continuous course of *solid masonry*, one course of masonry grouted solid, or a solid concrete beam at or above *grade*. Where a brick veneer or other masonry ledge is installed, the course immediately below that ledge shall be *solid masonry*, one course of masonry grouted solid, or a solid concrete beam. Joints, cracks or other openings around penetrations of both exterior and interior surfaces of foundation walls below *grade* shall be filled with polyurethane caulk.

AF103.2.4 Dampproofing. The exterior surfaces of foundation walls below *grade* shall be dampproofed in accordance with Section R406.

AF103.2.5 Air-conditioning systems. Entry points, joints or other openings into air-conditioning systems in enclosed crawl spaces shall be sealed.

Exception: Systems with gasketed seams or that are otherwise sealed by the manufacturer.

AF103.2.6 Ducts. Ductwork passing through or beneath a slab within a *dwelling* shall be of seamless material unless the air-conditioning system is designed to maintain continuous positive pressure within such ducting. Joints in such ductwork shall be sealed.

Ductwork located in enclosed crawl spaces shall have seams and joints sealed by closure systems in accordance with Section M1601.4.1.

AF103.2.7 Crawl space access. Access doors and other openings or penetrations between *basements* and adjoining crawl spaces shall be closed, gasketed or sealed.

AF103.3 Basements or enclosed crawl spaces with soil floors. In *dwelling*s with *basements* or enclosed crawl spaces with soil floors, the following components of a passive sub-membrane depressurization system shall be installed during construction.

Exception: *Basements* or enclosed crawl spaces that are provided with a continuously operated mechanical exhaust system in accordance with Section R408.3.

AF103.3.1 Soil-gas-retarder. The soil in *basements* and enclosed crawl spaces shall be covered with a soil-gas-retarder. The soil-gas-retarder shall be lapped not less than 12 inches (305 mm) at joints and shall extend to foundation walls enclosing the *basement* or crawl space. The soil-gas-retarder shall fit closely around any pipe, wire or other penetrations of the material. Punctures or tears in the material shall be sealed or covered with additional sheeting.

AF103.3.2 "T" fitting and vent pipe. A 3- or 4-inch "T" fitting shall be inserted beneath the soil-gas-retarder and be connected to a vent pipe. The vent pipe shall extend through the *conditioned space* of the *dwelling* and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the *conditioned spaces* of the building that is less than 2 feet (610 mm) below the exhaust point.

AF103.4 Basements or enclosed crawl spaces with concrete floors or other floor systems and slab-on-grade dwellings. The following components of a passive subslab depressurization system shall be installed during construction in slab-on-grade *dwellings* or in *dwellings* with *basements* or crawl spaces with concrete or other floor systems.

AF103.4.1 Sub-slab preparation. A layer of gas-permeable material shall be placed under concrete slabs and other floor systems that directly contact the ground and are within the walls of the *dwelling*.

AF103.4.2 Soil-gas-retarder. A soil-gas-retarder shall be placed on top of the gas-permeable layer prior to casting

the slab or placing the floor assembly. The soil-gas-retarder shall cover the entire floor area with separate sections lapped not less than 12 inches (305 mm). The soil-gas-retarder shall fit closely around any pipe, wire, or other penetrations of the material. Punctures or tears in the material shall be sealed or covered.

AF103.4.3 "T" fitting and vent pipe. Before a slab is cast or other floor system is installed, a "T" fitting shall be inserted below the slab or other floor system and the soil-gas-retarder. The "T" fitting shall be connected to a vent pipe. The vent pipe shall extend through the *conditioned space* of the *dwelling* and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the *conditioned spaces* of the building that is less than 2 feet (610 mm) below the exhaust point.

AF103.5 Drain tile and sump used for depressurization.

As an alternative to inserting a vent pipe into a "T" fitting, a vent pipe shall be permitted to be inserted directly into an interior perimeter drain tile loop or through a sump cover where the drain tile or sump is exposed to the gas-permeable layer.

AF103.6 Multiple vent pipes. In *dwellings* where interior footings or other barriers separate the gas-permeable layer, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof.

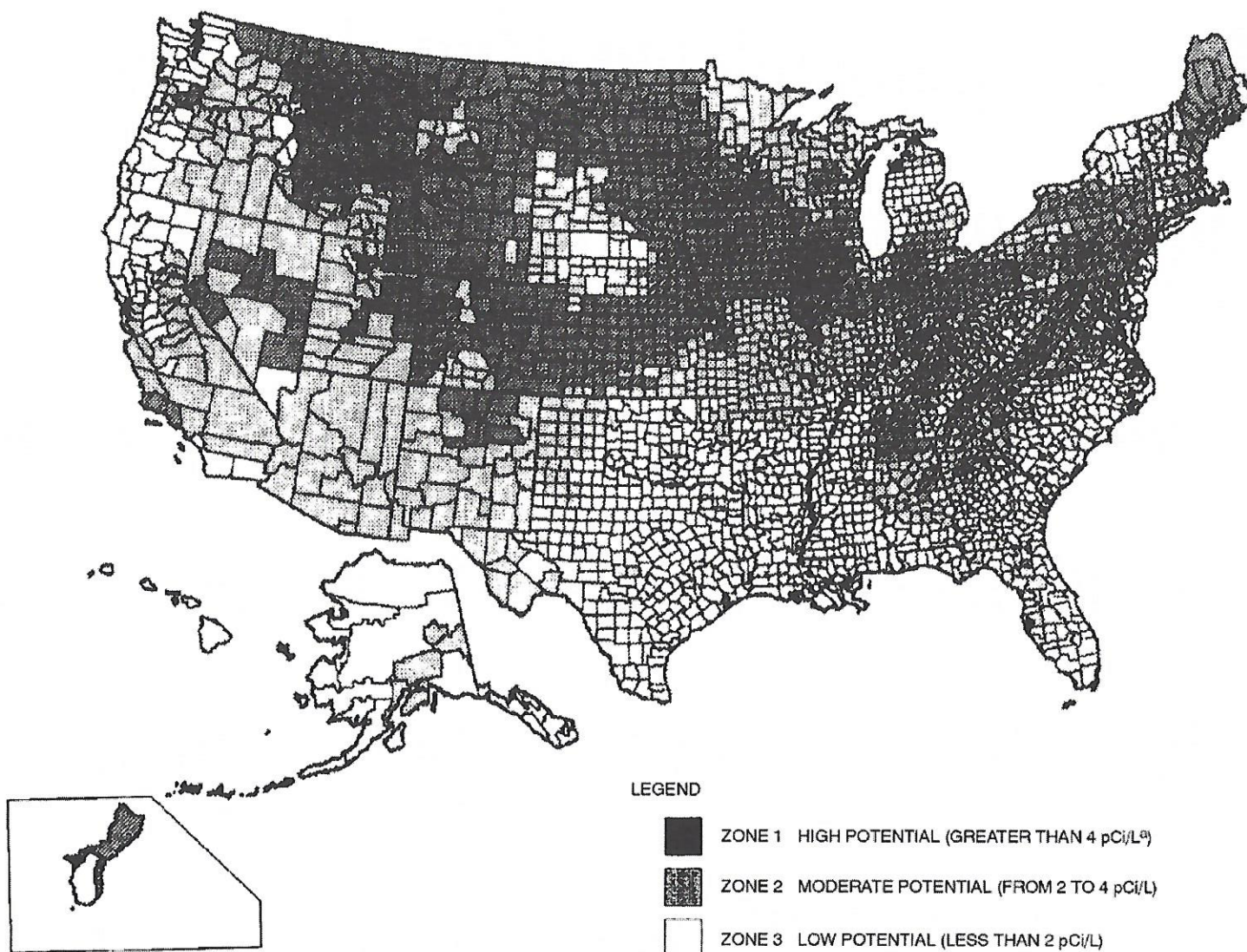
AF103.7 Combination foundations. Where *basement* or crawl space floors are on different levels, each level shall have a separate vent pipe. Multiple vent pipes shall be permitted to be connected to a single vent pipe that terminates above the roof.

AF103.8 Vent pipe drainage. Components of the radon vent pipe system shall be installed to provide positive drainage to the ground beneath the soil-gas-retarder.

AF103.9 Vent pipe identification. Exposed and visible interior vent pipes shall be identified with not less than one *label* on each floor and in accessible *attics*. The *label* shall read: "Radon Reduction System."

AF103.10 Power source and access for future radon fan.

To provide for future installation of a radon fan, an electrical circuit terminated in an *approved* box shall be installed during construction in the anticipated location of the radon fans. An accessible clear space 24 inches (610 mm) in diameter by 3 feet (914 mm) in height adjacent to the vent pipe shall be provided at the anticipated location of a future radon fan.



a. pCi/L standard for picocuries per liter of radon gas. The U.S. Environmental Protection Agency (EPA) recommends that homes that measure 4 pCi/L and greater be mitigated.

The EPA and the U.S. Geological Survey have evaluated the radon potential in the United States and have developed a map of radon zones designed to assist *building officials* in deciding whether radon-resistant features are applicable in new construction.

The map assigns each of the 3,141 counties in the United States to one of three zones based on radon potential. Each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon-control methods. The radon zone designation of highest priority is Zone 1. Table AF101 lists the Zone 1 counties illustrated on the map. More detailed information can be obtained from state-specific booklets (EPA-402-R-93-021 through 070) available through State Radon Offices or from EPA Regional Offices.

FIGURE AF101
EPA MAP OF RADON ZONES

**TABLE AF101(1)
HIGH RADON-POTENTIAL (ZONE 1) COUNTIES***

| | | | | | | |
|---|---|--|---|---|---|---|
| ALABAMA Calhoun Clay Cleburne Colbert Coosa Franklin Jackson Lauderdale Lawrence Limestone Madison Morgan Talladega | CONNECTICUT Fairfield Middlesex New Haven New London GEORGIA Cobb De Kalb Fulton Gwinnett IDAHO Benewah Blaine Boise Bonner Boundary Butte Camas Clark Clearwater Custer Elmore Fremont Gooding Idaho Kootenai Latah Lemhi Shoshone Valley ILLINOIS Adams Boone Brown Bureau Calhoun Carroll Cass Champaign Coles De Kalb De Witt Douglas Edgar Ford Fulton Greene Grundy Hancock Henderson Henry Iroquois Jersey Jo Daviess Kane Kendall Knox La Salle Lee Livingston Logan Macon Marshall Mason McDonough McLean Menard Mercer | Morgan Moultrie Ogle Peoria Piatt Pike Putnam Rock Island Sangamon Schuyler Scott Stark Stephenson Tazewell Vermilion Warren Whiteside Winnebago Woodford INDIANA Adams Allen Bartholomew Benton Blackford Boone Carroll Cass Clark Clinton De Kalb Decatur Delaware Elkhart Fayette Fountain Fulton Grant Hamilton Hancock Harrison Hendricks Henry Howard Huntington Jay Jennings Johnson Kosciusko LaGrange Lawrence Madison Marion Marshall Miami Monroe Montgomery Noble Orange Putnam Randolph Rush Scott Shelby St. Joseph Steuben Tippecanoe Tipton Union Vermillion | Wabash Warren Washington Wayne Wells White Whitley IOWA All Counties KANSAS Atchison Barton Brown Cheyenne Clay Cloud Decatur Dickinson Douglas Ellis Ellsworth Finney Ford Geary Gove Graham Grant Gray Greeley Hamilton Haskell Hodgeman Jackson Jewell Johnson Kearny Kingman Kiowa Lane Leavenworth Lincoln Logan Marion Marshall McPherson Meade Mitchell Nemaha Ness Norton Osborne Ottawa Pawnee Phillips Pottawatomie Pratt Rawlins Republic Rice Riley Rooks Rush Saline Scott Sheridan Sherman Smith Stanton Thomas | Trego Wallace Washington Wichita Wyandotte KENTUCKY Adair Allen Barren Bourbon Boyle Bullitt Casey Clark Cumberland Fayette Franklin Green Harrison Hart Jefferson Jessamine Lincoln Marion Mercer Metcalf Monroe Nelson Pendleton Pulaski Robertson Russell Scott Taylor Warren Woodford MAINE Androscoggin Aroostook Cumberland Franklin Hancock Kennebec Lincoln Oxford Penobscot Piscataquis Somerset York MARYLAND Baltimore Calvert Carroll Frederick Harford Howard Montgomery Washington MASS. Essex Middlesex Worcester MICHIGAN Branch Calhoun Cass | Hillsdale Jackson Kalamazoo Lenawee St. Joseph Washtenaw MINNESOTA Becker Big Stone Blue Earth Brown Carver Chippewa Clay Cottonwood Dakota Dodge Douglas Faribault Fillmore Freeborn Goodhue Grant Hennepin Houston Hubbard Jackson Kanabec Kandiyohi Kittson Lac Qui Parle Le Sueur Lincoln Lyon Mahnommen Marshall Martin McLeod Meeker Mower Murray Nicollet Nobles Norman Olmsted Otter Tail Pennington Pipestone Polk Pope Ramsey Red Lake Redwood Renville Rice Rock Roseau Scott Sherburne Sibley Stearns Steele Stevens Swift Todd Traverse Wabasha Wadena Waseca Washington | Watsonwan Wilkin Winona Wright Yellow Medicine MISSOURI Andrew Atchison Buchanan Cass Clay Clinton Holt Iron Jackson Nodaway Platte MONTANA Beaverhead Big Horn Blaine Broadwater Carbon Carter Cascade Chouteau Custer Daniels Dawson Deer Lodge Fallon Fergus Flathead Gallatin Garfield Glacier Granite Hill Jefferson Judith Basin Lake Lewis and Clark Madison McCone Meagher Missoula Park Phillips Pondera Powder River Powell Prairie Ravalli Richland Roosevelt Rosebud Sanders Sheridan Silver Bow Stillwater Teton Toole Valley Wibaux Yellowstone |
|---|---|--|---|---|---|---|

(continued)

TABLE AF101(1)—continued
HIGH RADON-POTENTIAL (ZONE 1) COUNTIES^a

| | | | | | | |
|----------------------|--------------------|---------------------|---------------------|------------------|--------------------|----------------|
| NEBRASKA | Morris | Columbiana | Lehigh | Union | Fairfax | Crawford |
| Adams | Somerset | Coshocton | Luzerne | Walworth | Falls Church | Dane |
| Boone | Sussex | Crawford | Lycoming | Yankton | Fluvanna | Dodge |
| Boyd | Warren | Darke | Mifflin | | Frederick | Door |
| Burt | | Delaware | Monroe | TENNESSEE | Fredericksburg | Fond du Lac |
| Butler | NEW MEXICO | Fairfield | Montgomery | Anderson | Giles | Grant |
| Cass | Bernalillo | Fayette | Montour | Bedford | Goochland | Green |
| Cedar | Colfax | Franklin | Northampton | Blount | Harrisonburg | Green Lake |
| Clay | Mora | Greene | Northumberland | Bradley | Henry | Iowa |
| Colfax | Rio Arriba | Guernsey | Perry | Claiborne | Highland | Jefferson |
| Cuming | San Miguel | Hamilton | Schuylkill | Davidson | Lee | Lafayette |
| Dakota | Santa Fe | Hancock | Snyder | Giles | Lexington | Langlade |
| Dixon | Taos | Hardin | Sullivan | Grainger | Louisa | Marathon |
| Dodge | | Harrison | Susquehanna | Greene | Martinsville | Menominee |
| Douglas | NEW YORK | Holmes | Tioga | Hamblen | Montgomery | Pepin |
| Fillmore | Albany | Huron | Union | Hancock | Nottoway | Pierce |
| Franklin | Allegany | Jefferson | Venango | Hawkins | Orange | Portage |
| Frontier | Broome | Knox | Westmoreland | Hickman | Page | Richland |
| Furnas | Cattaraugus | Licking | Wyoming | Humphreys | Patrick | Rock |
| Gage | Cayuga | Logan | York | Jackson | Pittsylvania | Shawano |
| Gosper | Chautauqua | Madison | | Jefferson | Powhatan | St. Croix |
| Greeley | Chemung | Marion | RHODE ISLAND | Knox | Pulaski | Vernon |
| Hamilton | Chenango | Mercer | Kent | Lawrence | Radford | Walworth |
| Harlan | Columbia | Miami | Washington | Lewis | Roanoke | Washington |
| Hayes | Cortland | Montgomery | | Lincoln | Rockbridge | Waukesha |
| Hitchcock | Delaware | Morrow | S. CAROLINA | Loudon | Rockingham | Waupaca |
| Hurston | Dutchess | Muskingum | Greenville | Marshall | Russell | Wood |
| Jefferson | Erie | Perry | | Maury | Salem | |
| Johnson | Genesee | Pickaway | S. DAKOTA | McMinn | Scott | WYOMING |
| Kearney | Greene | Pike | Aurora | Meigs | Shenandoah | Albany |
| Knox | Livingston | Preble | Beadle | Monroe | Smyth | Big Horn |
| Lancaster | Madison | Richland | Bon Homme | Moore | Spotsylvania | Campbell |
| Madison | Onondaga | Ross | Brookings | Perry | Stafford | Carbon |
| Nance | Ontario | Seneca | Brown | Roane | Staunton | Converse |
| Nemaha | Orange | Shelby | Brule | Rutherford | Tazewell | Crook |
| Nuckolls | Otsego | Stark | Buffalo | Smith | Warren | Fremont |
| Otoe | Putnam | Summit | Campbell | Sullivan | Washington | Goshen |
| Pawnee | Rensselaer | Tuscarawas | Charles Mix | Trousdale | Waynesboro | Hot Springs |
| Phelps | Schoharie | Union | Clark | Union | Winchester | Johnson |
| Pierce | Schuyler | Van Wert | Clay | Washington | Wythe | Laramie |
| Platte | Seneca | Warren | Codington | Wayne | | Lincoln |
| Polk | Steuben | Wayne | Corson | Williamson | WASHINGTON | Natrona |
| Red Willow | Sullivan | Wyandot | Davison | Wilson | Clark | Niobrara |
| Richardson | Tioga | | Day | | Ferry | Park |
| Saline | Tompkins | PENNSYLVANIA | Deuel | UTAH | Okanogan | Sheridan |
| Sarpy | Ulster | Adams | Douglas | Carbon | Pend Oreille | Sublette |
| Saunders | Washington | Allegheny | Edmunds | Duchesne | Skamania | Sweetwater |
| Seward | Wyoming | Armstrong | Faulk | Grand | Spokane | Teton |
| Stanton | Yates | Beaver | Grant | Piute | Stevens | Uinta |
| Thayer | | Bedford | Hamlin | Sanpete | | Washakie |
| Washington | N. CAROLINA | Berks | Hand | Sevier | W. VIRGINIA | |
| Wayne | Alleghany | Blair | Hanson | Uintah | Berkeley | |
| Webster | Buncombe | Bradford | Hughes | | Brooke | |
| York | Cherokee | Bucks | Hutchinson | VIRGINIA | Grant | |
| | Henderson | Butler | Hyde | Alleghany | Greenbrier | |
| NEVADA | Mitchell | Cameron | Jerauld | Amelia | Hampshire | |
| Carson City | Rockingham | Carbon | Kingsbury | Appomattox | Hancock | |
| Douglas | Transylvania | Centre | Lake | Augusta | Hardy | |
| Eureka | Watauga | Chester | Lincoln | Bath | Jefferson | |
| Lander | | Clarion | Lyman | Bland | Marshall | |
| Lincoln | N. DAKOTA | Clearfield | Marshall | Botetourt | Mercer | |
| Lyon | All Counties | Clinton | McCook | Bristol | Mineral | |
| Mineral | | Columbia | McPherson | Brunswick | Monongalia | |
| Pershing | OHIO | Cumberland | Miner | Buckingham | Monroe | |
| White Pine | Adams | Dauphin | Minnehaha | Buena Vista | Morgan | |
| | Allen | Delaware | Moody | Campbell | Ohio | |
| NEW HAMPSHIRE | Ashland | Franklin | Perkins | Chesterfield | Pendleton | |
| Carroll | Auglaize | Fulton | Potter | Clarke | Pocahontas | |
| | Belmont | Huntingdon | Roberts | Clifton Forge | Preston | |
| NEW JERSEY | Butler | Indiana | Sanborn | Covington | Summers | |
| Hunterdon | Carroll | Juniata | Spink | Craig | Wetzel | |
| Mercer | Champaign | Lackawanna | Stanley | Cumberland | | |
| Monmouth | Clark | Lancaster | Sully | Danville | WISCONSIN | |
| | Clinton | Lebanon | Turner | Dinwiddie | Buffalo | |

a. The EPA recommends that this county listing be supplemented with other available State and local data to further understand the radon potential of a Zone 1 area.

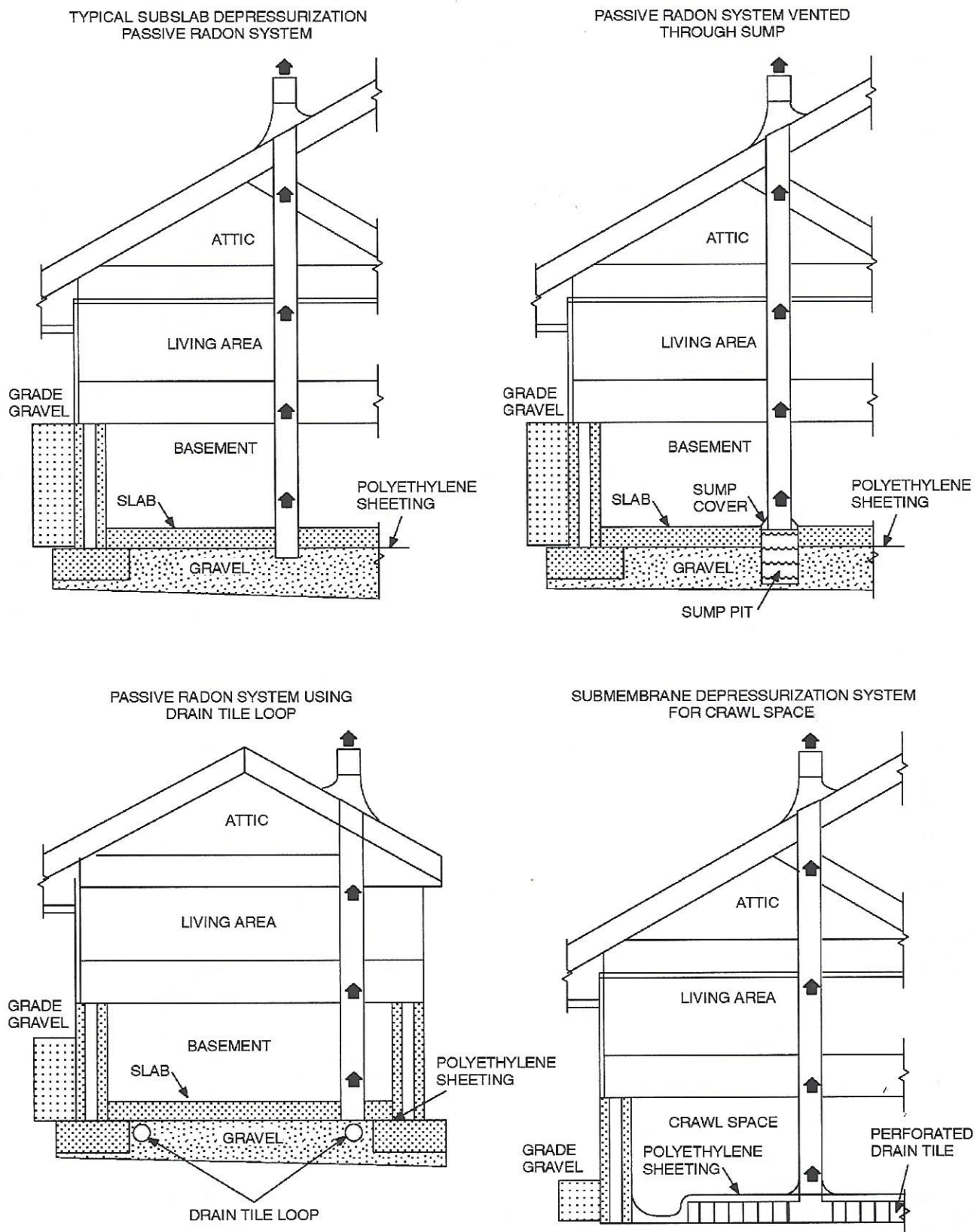


FIGURE AF102
RADON-RESISTANT CONSTRUCTION DETAILS FOR FOUR FOUNDATION TYPES

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Radon testing requirements

Starting July 1, 2020, The City of Iowa City will begin working with property owners and managers to verify all single family detached and duplex rental properties are tested for hazardous radon levels as a step towards improved public health.

Radon is the No. 1 cause of lung cancer among non-smokers. It is a naturally occurring radioactive gas produced from the decay of radium in the soil. It is odorless, tasteless, and typically moves through cracks and other openings in the foundation of a structure.

The average indoor radon concentration in Iowa is more than six times the national average. Blue Cross/Blue Shield estimates that 400 deaths per-year in Iowa are caused by radon-induced lung cancer, approximately the same number of Iowans who die in traffic accidents each year.

It will take two years to complete the inspection cycle for all single family detached and duplex rental properties in Iowa City. After July 1, 2020, all single family detached and duplex units that become rentals will need to come into compliance with the regulation, as part of the rental inspection process.

To ensure valid testing and confidence in the results, radon testing for these properties will be required to be done by a State licensed, third-party inspector.

Most rental units will be required to retest for hazardous radon levels every eight years, to ensure continued functionality of the system. Units with bedrooms in the basement will be required to retest these levels every four years.

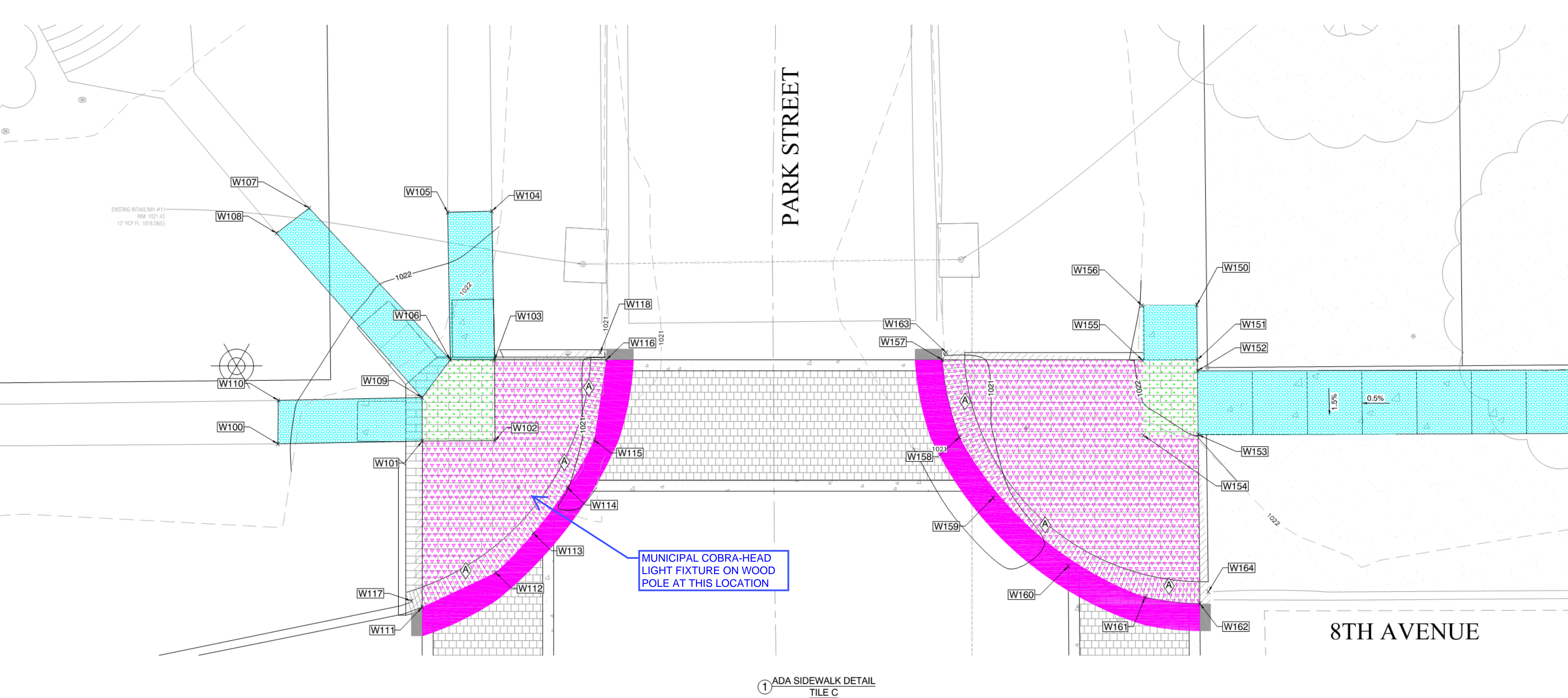
Ann Wingerter

From: Whitney, Richard <WHITNEY@Grinnell.EDU>
Sent: Wednesday, April 29, 2020 12:20 PM
To: Ann Wingerter
Cc: Russ Behrens; Jan Anderson; Tyler Avis; Adam Ravestein; Matt Schroeder
Subject: Municipal pole light at 8th & Park St.
Attachments: Pole Light Conflict at 8th & Park Ped Xing 2020.pdf

Good morning, Ann. I would like to request that this topic “municipal pole light at 8th & Park” be added to an upcoming Public Safety Committee and City Council agenda at the next earliest possible date? The request would be to either 1. Ask that this pole and fixture be removed, based on justifying photometric data of the roadway intersection from campus pole lights in vicinity, or 2. Ask that the wood pole and cobra-head be upgraded to a better aesthetic solution, while maintaining adequate intersection illumination. Let me know if any questions and in advance, thanks much! Rick

Rick Whitney
Assistant Vice President for
Facilities Management
Grinnell College
p. (641) 269-3300
f. (641) 269-4997
whitney@grinnell.edu

“Maintenance should always be a critical part of the equation if the design is to prove successful and sustainable.” – Joseph B. Jackson



PARK STREET

8TH AVENUE

MUNICIPAL COBRA-HEAD
LIGHT FIXTURE ON WOOD
POLE AT THIS LOCATION

1 ADA SIDEWALK DETAIL
TILE C

EXISTING INTAKE/MH #11
RIM: 1021.43
12" RCP FL: 1018.58(E)

RESOLUTION NO. 2020-74

A RESOLUTION APPROVING THE REVISED AGREEMENT BY AND BETWEEN THE CITY OF GRINNELL AND MIDWEST AMBULANCE OF IOWA, INC. FOR AMBULANCE SERVICE.

WHEREAS, the City of Grinnell entered into an agreement with Midwest Ambulance of Iowa, Inc. as an independent contractor to provide ambulance services on January 20, 2020; and

WHEREAS, the City of Grinnell wishes to amend the agreement with Midwest Ambulance; and

WHEREAS, the terms and conditions of said service have been agreed upon and accepted by all parties involved; and

WHEREAS, the City, acting pursuant to Chapter 364 of the 2013 Code of Iowa (as amended) desires to attain reliable ambulance services for its citizens; and,

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the city of Grinnell that authorization is given to allow Mayor Agnew to sign said Ambulance Agreement.

PASSED AND APPROVED THIS 4th day of May 2020.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK

**Amended and Restated Agreement for the Provision of Emergency
Medical Services between the City of Grinnell, Iowa and Midwest
Ambulance of Iowa, Inc.**

This Amended and Restated Agreement for the Provision of Emergency Medical Services ("Agreement") is made this ____th day of _____, 2020, between the City of Grinnell, Iowa, ("City") and Midwest Ambulance of Iowa, Inc., ("Midwest").

RECITALS

WHEREAS, the City and Midwest previously entered into an Agreement for the Provision of Emergency Medical Services on DATE ("Original Agreement"); and

WHEREAS, the City and Midwest now desire to amend and restate the Original Agreement in its entirety in order to modify certain aspects of the Original Agreement.

This Agreement is entered into by and between the city of Grinnell, here in after referred to as the City and Midwest Ambulance Service of Iowa, Inc. here in after referred to as Midwest.

WHEREAS, the City, acting pursuant to Chapter 364 of the 2019 Code of Iowa desires to attain competent and reliable emergency medical services (EMS) for its citizens and the citizens of the service territory detailed in this Agreement.

WHEREAS, Midwest desires and has the ability to provide competent and reliable EMS to the service territory.
NOW, ~~TEHRE~~THEREFORE, IT IS HEREBY AGREED by and between the City and Midwest as follows:

1. DEFINITIONS.

BASIC - SERVICE AMBULANCE shall mean ambulances equipped to provide 'basic emergency medical care' as defined in Iowa Administrative Code 641-Chapter 132 (2019)

FIRST OUT OR FIRST AMBULANCE shall mean an ambulance staffed and equipped to respond first and immediately to an emergency call.

SECOND OUT OR SECOND AMBULANCE shall mean an ambulance equipped to respond to an emergency call in the event the First Out Ambulance is unavailable.

CUSTOMERS shall mean those people or legal entities financially responsible for particular EMS calls or services.

EMERGENCY SERVICE CALLS shall not include non-emergency transfers to out of area hospitals.

2. TERMS OF RELATIONSHIP.

It is fully and completely understood by and between the parties that Midwest is an independent

contractor and the City, by entering into this agreement and subsidizing Midwest operations in the service territory has an ongoing responsibility to monitor the work of Midwest as outlined in this agreement. City agrees that by subsidizing Midwest, it has neither directly nor indirectly, any control of Midwest and that any actions on the part of Midwest are solely the actions of ~~the Ambulance Service~~Midwest and City shall not in any way enter into the operations of, or services rendered by, Midwest.

The City shall solely establish the Service Territory of this Agreement (Attachment A - Map of Service Territory) and minimum level of service provided within the service territory. All communications regarding the service territory and services provided shall be solely between the City and Midwest. Midwest shall honor the Service Territory and may only provide service outside the territory with staff and equipment assigned to this Agreement with prior written approval of the City, except as permitted in the agreement for mutual aid. If for any reason the Service Territory is altered either party can request renegotiating the terms of the entire Agreement.

3. EQUIPMENT.

Midwest shall provide a minimum of two (2) ambulances stationed in the corporate limits of Grinnell. The ambulances shall be equipped and meet the minimum level of service as specified in Article 4 of this Agreement.

Midwest shall properly maintain these ambulance units in accordance with applicable federal, and state laws. The City agrees that a vehicle may be out of service for repairs for as long as ~~4~~(four (4)) days but at no time may Midwest have less than ~~4~~(one (1)) vehicle in service. If a vehicle is out of service for more than four (4) days, Midwest shall provide a replacement vehicle within 24 hours of the end of the four (4) day period. Once 4 (four) days is exceeded a replacement vehicle must be provided within 24 hours of a unit going out of service.

Said ambulances shall be stored in the Grinnell Public Safety Building and maintained at the expense of Midwest. Midwest shall be responsible for maintaining the cleanliness and good mechanical condition of the ambulances at all times. The City agrees to provide two (2) parking spots ~~i~~inside the Grinnell Public Safety Building for Midwest's ambulances.

The City may inspect ambulances, equipment, and facilities ~~with a reasonable notice~~at any time, for the purposes of determining that they are in good mechanical condition and resources are appropriate for servicing the agreement. Midwest shall be responsible for stocking and replenishing all medical or other supplies in the ambulances for the provision of services included in this Agreement. Reasonable notice shall be 4 (four) hours during the hours of 8:00 a.m. to 5:00 p.m. and 12 (twelve) hours if an inspection is to occur outside those hours. These inspections shall be initiated by the Grinnell City Manager but may be completed by either the City Manager or an appropriate designee.

4. PERSONNEL.

Midwest shall render prompt ambulance service during the period covered by this Agreement and shall staff the ambulance with an adequate number of personnel qualified as Emergency Medical Technicians and under the following conditions:

'First Out' Ambulance Staffing

- a) Midwest shall staff the 'First Out' ambulance at a minimum classification of Basic Level Care, 24 hours a day, 7 days a week.
- b) The Midwest personnel who staff the 'First Out' ambulance shall be stationed with the ambulance on duty.
- ~~c) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall attempt to call in additional staff to respond to the call. In the event that Midwest is unable to have a crew available in a reasonable amount of time, Midwest will then immediately notify dispatch.~~
- c) The 'First Out' ambulance ~~nor its staff shall and its staff shall not~~ be used for non-emergency transports that do not end or originate in the service territory. The 'First Out' ambulance shall not be used for calls originating from Grinnell Regional Medical Center.

'Second Out' Ambulance Staffing

- ~~a) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall staff the 'Second Out' ambulance if it has a crew immediately available. If Midwest does not have a crew immediately available, Midwest shall notify the City's Fire Department. The City's Fire Department shall staff the 'Second Out' ambulance if they have the personnel available to do so. If the City's Fire Department does not have personnel available to staff the 'Second Out' ambulance, Midwest shall then immediately notify dispatch.~~
- b) ~~It is understood and agreed that the City's Fire Department personnel who may provide EMS services in the 'Second Out' ambulance shall at all times remain the employees of the City and shall be subject to the Fire Department's command and operations structure. Fire Department Personnel shall follow the City's EMS protocols.~~
- c) ~~Midwest shall pay the City for the services performed by the City's Fire Department personnel at the rate of \$120 per call. Such payment shall be made within 30 days of receipt of invoice from the City.~~

General Staffing Requirements

- a) Only one of the ambulances assigned to the Service Territory may be out of the Service Territory for non-emergency transports at any time unless the City is first notified. Midwest shall notify an on duty fire fighter.
- b) Midwest agrees to use the resources that are a part of this Agreement to provide EMS to the Service Territory unless service is provided outside the Service Territory as part of a written mutual aid agreement or a tier agreement approved in writing by the City.
- c) Midwest shall not perform transports with equipment or personnel assigned to this ~~contract~~Agreement, that do not originate in the Service Territory without approval from the City. This does not include work done as part of a written mutual aid agreement.

5. SUBSIDY AND PAYMENTS.

Midwest agrees to fulfill the terms of this Agreement from February 1, 2020 to January 31, 2025 and shall be paid by the City as follows:

February 1, 2020 to January 31, 2021. (270,000.00). Payments shall be made monthly in twelve equal installments of (22,500.00).

February 1, 2021 to January 31, 2022. (284,750.00). Payments shall be made monthly in twelve equal installments of (23,729.17).

February 1, 2022 to January 31, 2023. (300,237.50). Payments shall be made monthly in twelve equal installments of (25,019.79).

February 1, 2023 to January 31, 2024. ~~((316,499.00))~~ Payments shall be made monthly in twelve equal installments of (26,374.92).

February 1, 2024 to January 31, 2025. ~~((333,574.34))~~ Payments shall be made monthly in twelve equal installments of (27,797.86).

Payments are due ~~the~~ by the 10th of each month with the first payment for this Agreement~~contract~~ due February 10, 2020.

The foregoing payments shall constitute a subsidy to Midwest by the City as assistance to Midwest to perform the services set forth in this Agreement, and that said subsidy has been established as an effort to make this operation profitable for Midwest allowing them to offset the cost of personnel and equipment needed to staff, maintain, and operate an ambulance service in the Grinnell area.

6. CHARGES.

Midwest shall charge Customers based on a schedule of fees, including charges for supplies and drugs, which have been established by Midwest and which must be provided to the Grinnell City Manager annually no later than January 31st and are automatically made part of this Agreement once received by the City. It is understood that charges for drugs and supplies may change through the course of the year. These charges will apply even where the City's Fire Department personnel are staffing the 'Second Out' ambulance.

It is understood and agreed by the parties that said charges, (the rates are set forth in the current schedule of fees -Attachment B to this Agreement) shall be billed, collected, and retained by Midwest as substantial compensation for its cost of operation. The City is not responsible for charges or collections. City agrees to allow Midwest to ~~re~~-negotiate the subsidy above in the event the actions taken by the federal, state, or local government, or their respective agencies, would substantially reduce the amount of monies which could reasonably be expected to be collected from Customers of Midwest, or would cause sufficient increases in operational expenses so as to adversely affect profitability for Midwest. The City also has the right to negotiate if their revenues or expenditures are substantially impacted by actions taken by the federal, or state government, or their respective agencies.

Midwest agrees to provide ambulance service to all city employees that may require assistance while on duty at no charge. This includes all volunteer fire fighters, police reserves, or other persons receiving hourly or salary compensation for their work. This does not include any employees working solely on a contractual basis.

7. RECORDS.

Midwest shall insure that a record is kept of the following: the time a call is received, the time Midwest arrives at the scene, the time on scene/the time the ambulance leaves the scene for the hospital, the time of arrival at the hospital, and the time the ambulance is back in service.

As a part of this Agreement, Midwest agrees to have all emergency response dispatched via the Poweshiek County Dispatch Center. Both parties agree to coordinate this with the Poweshiek County Sheriff's Office as they are charged with the management and oversight of the dispatch operations. Ultimately, Midwest is responsible for the maintenance of the equipment necessary for their staff to communicate effectively with the Poweshiek County Dispatch Center.

Subject to the limitations of HIPAA and other federal and state privacy laws, Midwest agrees to provide the City the following reports on an annual basis: Statistical Data including the average response time from time of dispatch until the ambulance arrives on-scene, the average response time from the time of the dispatch until the ambulance is en-route, and the average time the ambulance is on-scene until the ambulance is departing the scene. All information provided to the City is subject to HIPAA and other federal and state privacy laws.

Information maintained in Midwest's records pertaining to the identity, condition, or treatment of patients is confidential and not subject to inspection by non-Midwest personnel.

In providing EMS services under this Agreement, the City's Fire Department Personnel shall use their own reporting software but shall share such information as is necessary for Midwest to bill for the services provided.

8. RENT AND TERMS OF OCCUPANCY.

Both the City and ~~Ambulance-Service~~Midwest agree to work in good faith to locate ~~Ambulance Service~~Midwest in the Grinnell Public Safety Building. Midwest will pay the City \$1 annually for rent and utilities. A building site plan showing the areas of joint occupancy and sole occupancy by ~~Ambulance Service~~Midwest is made part of this Agreement as Attachment C.

All employees or representatives of Midwest must submit to a fingerprint background check conducted by the Grinnell Police Department. These background checks will be reviewed by the Grinnell Chief of Police. The City shall solely determine, based on the findings of the check, whether or not a particular Midwest employee shall be allowed to work in the Grinnell Public Safety Building. It is understood and agreed that Midwest shall be allowed to have employees work within the Grinnell Public Safety Building temporarily until a determination is made on the findings of the background check. A guidance policy regarding this matter is included as Attachment D for reference.

Midwest shall be responsible to keep all areas it occupies solely in a clean and orderly manner consistent with the standard of care established throughout the Grinnell Public Safety Building. The care and cleaning of the following joint occupancy areas shall be the responsibility of Midwest:

- Female locker rooms.
- All hallways on the fire department side of the building.
- Exercise room, cleaned daily, in exchange for Midwest employee ~~entry~~access.

The City shall provide all necessary cleaning supplies and equipment.

As allowed by City Code, Midwest may install up to one sign on the property with their company designation. This sign size, design, location, and style must be approved in advance by the City Manager.

All conflicts related to co-location of Midwest in the Grinnell Public Safety Building should first be discussed between the City Manager and the Midwest Chief Operating Officer or Chief Executive Officer. The City Manager shall review the matter and order action appropriate to resolve the matter. No employee of the City or Midwest shall talk negatively about any others' performance unless a complaint has been submitted in writing to the City Manager and Midwest Chief Operating Officer. This would not pertain to discussions taking place as part of official city meetings.

Midwest will have the right to install security monitoring systems in all locations in which Midwest has rented space. It is understood that Midwest has leased the areas defined in this ~~Agreement~~ contract and that such monitoring, reports, supplies, equipment, and all other property of Midwest is owned solely by Midwest and is not subject to public record requests, or other inspections not permitted under the law. All installations must be pre-approved by the Police Chief or Fire Chief to ensure that there is no harm to the City's security system or the integrity of the building.

Midwest employees are expected to be in uniform while on duty or responding to calls for service. Midwest employees shall also be expected to be in uniform while using joint occupancy or common areas of the Public Safety Building at all times with the exception of the exercise room, visits to the restrooms and other trips of short duration. Even these exceptions require good judgment.

9. RENEGOTIATION.

In order to enable Midwest and the City to make arrangements for the continuation of EMS, it is agreed that the parties will renegotiate and execute any new Agreement no less than six (6) months in advance of the expiration of this Agreement, unless both the City and Midwest mutually agree to other timelines.

Midwest and the City agree that this Agreement may be extended, modified, or renegotiated at any time subject to mutual agreement of the parties. The City shall have unilateral authority to cancel this Agreement under the provisions set forth in Paragraph 11 below.

If no action is taken by either party to this Agreement to cancel, extend, modify or renegotiate this Agreement as described in this Agreement, this Agreement shall terminate January 31, 2025.

Midwest designates their company President as their representative on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement and the City designates the Grinnell City Manager as their designee on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement. City shall be notified at the City Offices of Grinnell, Iowa attention City Manager, 520 4th Avenue, Grinnell, Iowa 50112. Midwest shall be notified at 1229 Ohio St, Des Moines, Iowa 50314.

10. LIABILITY.

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting

under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This Section shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

11. ~~INSURANCE AND INDEMNIFICATION.~~

Midwest agrees to maintain proper worker's compensation insurance as to any employed personnel. Midwest further agrees to maintain automobile liability and property damage insurance on all of its ambulances or any back-up units used by Midwest in the amount of not less than one million dollars (\$1,000,000.00) per combined single occurrence (each accident). Midwest agrees to maintain general liability insurance and professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence covering the operation of the EMS and its personnel.

~~Midwest does hereby agree to indemnify and hold harmless the City, its Mayor and City Council members, officers, and employees, from any and all claims and liabilities of any type or nature whatsoever, for damages to, loss of, or the destruction of any property or person or persons, which may now or hereafter arise out of, or result from the operations of Midwest and the providing of service incident to or pursuant to this Agreement.~~

~~Likewise, the City shall be solely liable for its own negligence and/or negligence of its employees, agents~~

and/or designees. The City agrees to indemnify and hold harmless Midwest, its officers, employees from any and all claims, demands, actions, or causes of action occasioned by the negligence or fault of the City, its contractors, agents, officers, or employees in rendering services under this agreement; provided however this provision does not abrogate any immunity granted to the City by law.

12. PROOF OF INSURANCE.

Midwest shall provide the City a Certificate of Insurance as evidence that the insurance described in Paragraph 10 above is in force and effect upon the City's request. The failure of Midwest to supply the Certificate of Insurance in a timely fashion or failure by Midwest to have the insurance in force and affect at any time during this Agreement for whatever reasons that may have occurred, shall constitute sufficient grounds upon which the City may unilaterally and independently cancel this Agreement by serving written notice of cancellation on Midwest at their business office.

10-13. DISCRIMINATION.

Midwest shall not discriminate their provision of service because of race, creed, color, religion, national origin, sex, age, financial status, gender, gender identity, marital status, sexual orientation, military status or physical or mental disabilities in any of its Grinnell activities or operations.

11-14. MUTUAL AID.

Midwest may enter into mutual aid agreements or contracts with other EMS providers and shall attempt to initiate said agreements. Any mutual aid or tiering agreements shall be in writing and executed by both parties. Copies of these executed agreements shall be provided to the City.

12-15. DISPATCHING.

Midwest agrees that emergency dispatching shall be done via the Poweshiek County Dispatch Center. Midwest shall Install and pay for its own phones, communication systems, and have a business number(s) and accept calls at these numbers. City requires that Midwest advertise, encourage, and promote the use of 911 as the proper number of emergency EMS calls. Midwest agrees to provide the training necessary for their employees to work effectively within the Poweshiek County dispatch system.

13-16. TERMINATION.

If either party materially breaches this AgreementContract, the other party may terminate the AgreementContract provided that it notifies the breaching party by certified mail of the specific breach(s) and allows the breaching party the opportunity to cure the breach(s) within sixty (60) days of the receipt of notice. If the breach{(s)} has/have not been cured within (60) days of receipt of notice, the AgreementContract may be terminated without further notice.

Notwithstanding the foregoing, the AgreementContract may be terminated without prior notice If Midwest is unable to provide the level of service required in Section 4 above. Nothing contained herein shall authorize the City to terminate this AgreementContract for any reason other than uncured breach of contractor-Midwest or as stated elsewhere in this Agreement as specified in section 11.

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In the event of a termination of this Agreement due to a breach by the City, the City agrees to pay, as liquidated damages and not as a penalty the following:

If the breach occurs during the first year of the agreement - 100% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

If the breach occurs during the second year of the agreement - 90% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the third year of the agreement - 80% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fourth year of the agreement - 75% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fifth year of the agreement - 70% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

In the event of a dispute between the parties in connection with or relating to this Agreement, such dispute shall be resolved as follows:

A. The parties shall first meet and attempt in good faith to resolve the dispute within ten (10) days after written notice to each party.

B. If such meeting is unsuccessful, the parties shall meet in mediation and attempt in good faith to resolve the dispute within ten (10) days after the meeting described above. Each party shall select one mediator and both mediators will select a third mediator. If both parties cannot agree to the selection of the three mediators the matter may be referred to the courts. Unsuccessful mediation may also be referred to the courts.

C. The substantially prevailing party in any court action shall be entitled to reimbursement by the opposing part of its costs and expenses of court action including, but not limited to, reasonable attorney's fees, court fees, and expert witness fees incurred as a result of such proceeding; or action.

Midwest shall have the right to terminate this ~~Contract~~ Agreement upon sixty (60) days written notice due to rate changes by, but not limited to, Wellmark, Medicaid, Medicare or other insurers causing Midwest to operate at a loss for three (3) consecutive months. Midwest shall provide accounting to the City in advance of, and prior to, the sixty (60) days' notice to confirm such losses.

~~13-17.~~ **DISCLOSURE** - As required by Public Law 960499 (Omnibus Reconciliation Act of 1980):

A. Until the expiration of four (4) years after the furnishing of such services pursuant to such ~~Agreement~~ Contract, Midwest shall make available, upon written request of the Secretary, or on request of the Comptroller General, any records of Midwest related to Midwest's operations in the city

of Grinnell, Iowa, that are necessary to certify the nature and extent of such costs, and

B. If Midwest carries out any of the duties of the ~~Contract Agreement~~ through a subcontract, with a value of cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such ~~subc~~Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such a Subcontract, the related organization shall make available, upon the request of the Comptroller General, or any of their duly authorized representatives, the Subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

~~14-18.~~ LAWS.

This agreement shall be construed in accordance with the laws of the State of Iowa.

~~15-19.~~ AUTHORIZATION.

The signers of this document warrant they are acting officially and properly on behalf of their respective institutions and have been duly authorized and empowered to execute this agreement in accordance with all state laws and requirements. The City shall be responsible for all filing requirements of this agreement with the Secretary of State and any other agency(s) as required by law.

~~16-20.~~ ENTIRE AGREEMENT.

This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

~~17-21.~~ AMENDMENTES.

No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

~~18-22.~~ ASSIGNMENT.

This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

~~19-23.~~ CONSTRUCTION AND COMPLIANCE.

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such Invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

THIS ~~EMS-AMENDED AND RESTATED~~ AGREEMENT, entered into this _____ day of _____ 2020, by the City and Midwest shall become effective on _____.

Mayor

City Clerk

President – Midwest

Secretary – Midwest

**CONDUCT EMERGENCY MEDICAL SERVICE STUDY TO ANALYZE
CURRENT OPERATIONS AND CREATE A LONG-TERM PLAN TO IDENTIFY
METHODS TO IMPROVE SERVICE FOR THE GRINNELL AREA**

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 4th highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jim White and Mayor Dan Agnew
Staff Coordinator(s): City Manager Russ Behrens and Fire Chief Dan Sicard

| Activity | Completion Date |
|---|---------------------------------------|
| Form Task Force to guide this process. Work with Task Force to establish scope of the project. For example, are we focusing efforts on the Grinnell EMS territory or larger geographic area? The membership of the Task Force may be influenced by the scope of the study and vice versa. | June 1, 2020 |
| Develop a Request for Qualifications to solicit proposals regarding qualifications of consultants to perform this study. Identify at least three but no more than five consultants that we will invite to submit proposals. | August 1, 2020 |
| Receive and review proposals. Task Force to make recommendation to the City Council ranking the consultants. City Council to consider proposals and presumably enter into a contract with the selected firm to perform the work. | October 1, 2020 |
| Consultant to meet with Task Force to develop study guidelines, schedule, roles, expectations, strategies for public engagement, and expected outcomes. This will be done during the contract negotiation phase also. | November 1, 2020 |
| Task Force and consultant work together to gather information, assemble alternatives, analyze options, garner feedback, and other necessary work to create analysis and draft a plan to build the optimal EMS system. | December 1, 2020 to August 1, 2021 |
| Task Force to present final draft to Mayor and City Council | September 1, 2021 |
| Phased implementation of the study recommendations. | January 2022 to January 2025 |
| Study recommendations fully implemented. | February 2025 |

COUNTY-WIDE 700-800 MHz DIGITAL RADIO SYSTEM – COUNTY-WIDE INTEROPERABLE COMMUNICATIONS

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 5TH highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jim White and Mayor Dan Agnew
Staff Coordinator(s): Fire Chief Dan Sicard and Police Chief Dennis Reilly

| Activity | Completion Date |
|---|--------------------|
| Chief Reilly and Chief Sicard will prepare a thorough summary of the current communication system in the county and strengths/weaknesses of this system. Their summary will explain the current funding system for county communications. Information will also be provided regarding specifics about possible improvements along with a budget. The purpose of this summary will be to inform those not familiar with the proposed system why it should be considered and what work has been done on this to date. | June 1, 2020 |
| Determine what role the city of Grinnell should play in this process through communications with other fire departments, EMS providers, law enforcement partners, other cities, and county representatives. If necessary, make appointments to represent the city's interests. | July 1, 2020 |
| Engage in the process presumably guided by the County which involves all stakeholders to develop a new county-wide digital radio system. | August 1, 2020 |
| All stakeholders review recommendations to install this new system. This recommendation will provide detail regarding equipment details, maintenance, effectiveness, funding, expenditures, and life cycle expectations. | December 1, 2020 |
| New system is implemented. | July-December 2021 |

Ann Wingerter

From: Russ Behrens
Sent: Friday, April 24, 2020 11:30 AM
To: Dennis Reilly; Dan Agnew; Marilyn Kennett; Jordan Allsup; Jan Anderson; Duane Neff; Daniel Ramos; Ann Wingerter
Subject: 7-19 Priorities Strategic Plan

7. Work with Chamber to develop multimedia promotional items. 5 votes
Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy
8. Study solid waste/recycling solutions, etc. 5 votes.
PW & G Committee, Duane Neff and Barb Flander
9. Appoint a communications director/social media coordinator. 5 votes.
Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter
10. Support community mental health solutions. 5 votes.
Public Safety Committee, Dennis Reilly, and Mayor Agnew.
11. Update Land Use Plan and Zoning Ordinances. 4 votes.
Planning Committee, Russ Behrens, and Tyler Avis.
12. Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes.
Finance Committee, Russ Behrens, and Sharon Mealy.
13. Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes.
PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
14. Develop another deep drinking well. 2 votes.
PW & G Committee, Jan Anderson, and Jim Brown.
15. Financial software that allows real time access to budget information and payroll data entry. 2 votes.
Finance Committee, Ann Wingerter, and Kim Kolars
16. Review community daycare needs. 1 vote.
Planning Committee, Jordan Allsup, and Marilyn Kennett.
17. Develop pilot program to disconnect footing drains. 0 votes.
PW & G Committee, Jan Anderson, and Daniel Ramos
18. Consider fire service fees for certain commercial and industrial properties. 0 votes.
Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew
19. Host open houses at city facilities. 0 votes.
Planning Committee and Sharon Mealy.

Russell L. Behrens
520 4th Avenue
Grinnell, Iowa 50112
rbehrens@grinnelliowa.gov
Office: 641-236-2600
Cell: 641-990-6372
www.grinnelliowa.gov

RESOLUTION NO. 2020-75

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN CENTRALSQUARE TECHNOLOGIES, LLC AND THE CITY OF GRINNELL.

WHEREAS, CentralSquare Technologies, LLC and the city of Grinnell wish to enter into this agreement, for an evaluation period, for the purpose of providing online citizens reporting; and

WHEREAS, this agreement is designed to authorize the Grinnell Police Department to obtain software from CentralSquare Technologies, LLC for an evaluation period; and

WHEREAS, the CentralSquare Technologies, LLC and the city of Grinnell agree to said agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Grinnell, Iowa that authorization be given to Mayor Agnew to sign the agreement with the CentralSquare Technologies, LLC.

PASSED AND APPROVED THIS 4th day of May 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

Software Evaluation License Agreement

This Software Evaluation License Agreement (this "**Agreement**"), effective as of April 24, 2020 (the "**Effective Date**"), is by and between CentralSquare Technologies, LLC a Delaware Limited Liability Corporation with offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 ("**CentralSquare**") and Grinnell Police, IA with offices located at ("**Customer**").

WHEREAS, CentralSquare desires to license to Customer, and Customer desires to obtain a license, the Software described in **Exhibit A** solely for Customer's evaluation purposes during the time period, and in the quantity set forth on **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the time period, and in the quantity set forth in **Exhibit A** ("**Evaluation Period**") to: (a) use the products described in **Exhibit A** in object code format (the "**Software**") solely for Customer's evaluation purposes for use by employees of Customer who Customer permits to access and use the Software and/or Documentation as set forth in **Exhibit A** ("**Authorized Users**"); and (b) use CentralSquare's user manuals, handbooks, and installation guides relating to the Software provided by CentralSquare to Customer either electronically or in hard copy form relating to the Software (the "**Documentation**") solely for Customer's evaluation purposes in connection with Customer's use of the Software. Customer will not use the Software for any purpose other than evaluating and testing such Software in connection with assessing whether Customer desires to enter into a commercial license agreement with CentralSquare for the Software. This Agreement does not provide a commercial license and Customer's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

2. Professional Services. CentralSquare may provide professional services related to the Software which may include installation, implementation, training, and other professional services deemed necessary by CentralSquare, in its sole discretion.

3. Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4. Reservation of Rights. CentralSquare reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

5. Delivery. CentralSquare shall deliver the Software to Customer electronically, on tangible media, or by other means, in CentralSquare's sole discretion. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier.

6. Customer Responsibilities. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

7. Support. CentralSquare may provide support to the Software described in Exhibit A. However, CentralSquare has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to Customer.

8. Evaluation Fee. The parties agree that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

9. Confidential Information. From time to time during the Evaluation Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Ownership; Feedback.

(a) Customer acknowledges that, as between Customer and CentralSquare, CentralSquare owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.

(b) If Customer or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), CentralSquare is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to CentralSquare on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CentralSquare is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CentralSquare is not required to use any Feedback.

11. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" FOR INTERNAL EVALUATION ONLY. THE SOFTWARE LICENSES GRANTED HEREIN ARE NOT INTENDED FOR OPERATIONAL USE. CENTRALSQUARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CENTRALSQUARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CENTRALSQUARE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification. Customer agrees to indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs resulting from any claim, suit, action, or proceeding based on Customer's or Customer's Authorized Users' (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event CentralSquare seeks indemnification or defense from Customer under this provision, CentralSquare shall promptly notify Customer in writing of the claim(s) brought against CentralSquare for which CentralSquare seeks indemnification or defense. CentralSquare reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of CentralSquare's choice. Customer may not enter into any third-party agreement, which would, in any manner whatsoever, affect CentralSquare's rights, constitute an admission of fault by CentralSquare or bind CentralSquare in any manner, without CentralSquare's prior written consent.

13. Limitations of Liability. IN NO EVENT WILL CENTRALSQUARE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION,

DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

14. Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 14, will continue in effect until the expiration of the Evaluation Period. CentralSquare may terminate this Agreement on written notice to Customer if Customer materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within ten (10) days after receiving written notice thereof. CentralSquare may terminate this Agreement without cause by providing at least 30 days written notice to Customer. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to CentralSquare that the Software and Documentation has been deleted or destroyed. This Section 14 and Sections 4, 6, 8, 9, 10, 11, 12, 13, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

(a) Entire Agreement. This Agreement, together with **Exhibit A**, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with United States federal law and the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

Good Faith Negotiations. The Parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at a mutually agreed to location. Each Party shall be responsible for its associated travel costs.

Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation.

Mediation. The parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration, or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Arbitration as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions regarding Arbitration.

Arbitration. In the event a dispute is escalated to arbitration such controversy or claim shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Seminole County, Florida, and shall be conducted in the English language. Notwithstanding anything above, such arbitration proceedings shall in no way impair or limit the right of either Party to seek injunctive relief without recourse to arbitration, or to otherwise pursue immediate relief needed to prevent the breach of this Agreement. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

(f) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will

relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(h) Existing Agreement. To the extent Customer has a separately executed agreement with Grinnell Police, IA on a different subject matter, such agreement will continue unmodified under its own terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CentralSquare Technologies, LLC

Grinnell Police, IA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. DESCRIPTION OF SOFTWARE:

| |
|---------------------------------|
| Public Safety Citizen Reporting |
| Evaluation Services |

2. EVALUATION PERIOD: April 24, 2020 expiring on December 1, 2020